

**REMARKS**

This Response is submitted in response to the Office Action dated April 28, 2004, having a shortened statutory period set to expire July 28, 2004. Claims 7-8, 15-16 and 19 have been cancelled herein and claims 20-28 have been added. Claims 1-6, 9-14, and 17-18, and 20-28 are currently pending in this application.

**Claim Rejections Under 35 U.S.C. § 102:**

Claims 1, 3-4, 6-8, 10-12, 14-16 and 19 have been rejected under 35 U.S.C. § 102(b) as being anticipated by U.S. Pat. No. 5,539,876, issued to Saito et al. (hereinafter "*Saito*"). Claims 7-8, 15-16 and 19 have been cancelled herein without prejudice, rendering their disposition moot. Regarding unamended claims 1-6, 9-14, and 17-18, Applicants respectfully traverse the foregoing rejections for the following reasons.

Applicants' proposed invention, as embodied by independent claims 1, 10 and 19, is directed to an apparatus and method for binding data to a particular system planar. As explained in Applicants' specification on page 2, line 7 through page 3, line 2, the problem addressed by Applicants' proposed invention is the data security problem that arises with removable chips having non-volatile storage of device-specific data, particularly in situations such as with embedded security system (ESS) that require absolute assurance that a particular set of data reside only on a particular platform. In sum, when a security chip such as an ESS chip containing sensitive host platform specific data is removed from its home platform and mounted on another system (or possibly the same platform after the persistently stored data has been tampered with), the non-volatile data that remains on the chip (key encryption data, for example) catastrophically undermines the underlying security mechanism.

Applicants' device for addressing this problem is depicted and described with reference to Applicants' Figs. 2 and 3. Namely, a logical binding apparatus 200 is depicted that includes a non-volatile memory 206 on which data is stored and which is communicatively coupled to a processing unit 210. The "binding" features include a battery source 215 that is independent of system operating power (i.e., remains persistently applied regardless of system power up or power down). Battery source 215 thus provides a persistent binding signal that is only interrupted if and when the chip 204 is physically removed from the host planar 202. Detecting

the persistent battery signal is a binding latch 208 which remains reset while the battery binding signal is applied and sets responsive to an interruption in the binding signal. Finally, processing unit 210 responds to the setting of binding latch 208 by removing the data from non-volatile memory 206, typically upon reinstallation onto another or the same planar. In sum, Applicants' proposed device advantageously provides an effective battery leash enabling sensitive data stored in a non-volatile storage to be removed responsive to an interruption of the binding signal. This is in stark contrast to the disclosure of *Saito* which is entirely directed to preservation of data in the event of an imminent power supply interruption.

Regarding the grounds for rejecting independent claims 1 and 10, Applicants disagree that *Saito* discloses an apparatus for exclusively binding data to a data processing system comprising: a battery that provides a binding signal independent of system power supplied to said data processing system (battery 2; Fig. 1; col. 4, lines 1-3); and a binding latch that receives said binding signal, wherein said binding latch is set upon removal of said binding signal (latch 3; Fig. 1; col. 11, lines 46-49). Regarding the exclusively binding feature, *Saito* does not disclose any circuit or other mechanism for enabling data to be exclusively bound to a particular data processing system. As explained above, Applicants achieve exclusive binding using a device for detecting when a binding signal has been interrupted and storing the binding signal interrupt in an electronic storage medium (i.e., binding latch set state) that signals a data security compromise, and can subsequently be used to signal a processor to remove the data stored thereon. In stark contrast, *Saito* discloses a computer resume function (i.e., essentially a data save function) fundamentally designed for preserving data that would otherwise be lost in the event of an unexpected power interruption (see Abstract, col. 2, lines 4-21, col. 3, lines 36-40).

Regarding the elements of Applicants' claims 1 and 10, the battery pack 1 disclosed by *Saito* is itself the power supply source for the depicted computer unit and therefore does not "provide a binding signal independent of system power supplied to said data processing system" as expressly recited by claims 1 and 10 (see *Saito* Fig. 1, col. 3, lines 9-10). Furthermore, while the *Saito* system does include a mechanical binding latch 3 for mechanically fastening battery pack 1 to a mount 2 (*Saito* col. 3, lines 10-13), the *Saito* system clearly does not disclose an equivalent of the electronic "binding latch" that is capable of receiving or responds in any manner to a binding signal from a battery as recited in claims 1 and 10. Applicants therefore

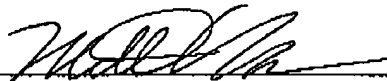
contend that *Saito* does not disclose the exclusive data binding apparatus recited in claims 1, 10 and all claims depending respectively therefrom.

Newly added independent claims 20 and 25 include the foregoing features of claims 1 and 10 and are therefore also patentably distinct with respect to the disclosure of *Saito*.

In view of the foregoing, it is respectfully submitted that the pending claims are in condition for allowance and favorable action is requested. No extension of time is believed to be required. However, in the event that an extension of time is required, please charge that extension fee and any other required fees to **IBM Corporation Deposit Account Number 50-0563**.

Applicants respectfully request the Examiner contact the undersigned attorney of record at (512) 343-6116 if such would further or expedite the prosecution of the present Application.

Respectfully submitted,

  
Matthew W. Baca  
Reg. No.: 42,277  
DILLON & YUDELL LLP  
8911 North Capital of Texas Highway  
Suite 2110  
Austin, Texas 78759  
Telephone 512-343-6116  
Facsimile 512-343-6446

ATTORNEY FOR APPLICANTS